

CONTRACT FOR FIREFIGHTING/HAZMAT SERVICES

This AGREEMENT made and entered into by and between BOX ELDER COUNTY, a county of the State of Utah (hereinafter "County") and _____, a city or town organized under the laws of the State of Utah (hereinafter "Fire Department").

RECITALS

WHEREAS, County is desirous of obtaining fire fighting services for those areas of unincorporated Box Elder County which are outside the boundaries of Fire Department; and

WHEREAS, County is willing to provide County firefighting equipment to Fire Department for use by Fire Department in responding to fires on behalf of County; and

WHEREAS, Fire Department has the capacity and is willing to provide to County firefighting services within those areas of unincorporated Box Elder County which are outside the boundaries of Fire Department; and

WHEREAS, County and Fire Department are desirous of entering into this Agreement to specify the manner in which Fire Department will provide firefighting services to County outside the boundaries of Fire Department;

NOW, THEREFORE, for and in consideration of these recitals and the other good and valuable consideration set forth herein, County and Fire Department do hereby agree as follows:

1. Fire Fighting Services to be Provided by Fire Department to County Outside the Local Boundaries of the Fire Department. In exchange for the payments from County as set forth in this Agreement, Fire Department shall provide fire fighting services to County in unincorporated areas of Box Elder County outside the boundaries of Fire Department as follows:

A. Fire Fighting Services. When requested by County, Fire Department shall respond to fire calls in the unincorporated areas of Box Elder County outside of Fire Department boundaries with at least five (5) Fire Department firefighters for structure fires , four (4) Fire Department firefighters for wildland fires, and one (1) County fire truck, together with all necessary equipment, hoses and supplies. Fire Department shall utilize County equipment initially, but may utilize Fire Department equipment if requested by County. Fire Department shall be solely responsible for paying each individual Fire Department firefighter and maintaining any Fire Department equipment utilized in connection with the fire fighting services rendered by Fire Department pursuant to this Agreement.

B. Hazmat Services. When requested by County, Fire Department shall respond to hazmat calls in the unincorporated areas of Box Elder County outside of the Fire Department boundaries with at least five (5) Fire Department hazmat team members and one (1) County hazmat equipped truck, together with all necessary equipment and supplies. Fire Department shall utilize County equipment initially, but may utilize Fire Department equipment if requested by County. Fire Department shall be solely responsible for paying each individual Fire Department hazmat team member and maintaining any Fire Department equipment utilized in connection with the hazmat services rendered by Fire Department pursuant to this Agreement.

B-C. The \$945.00 fee will only be paid to the department contracted for a specific area, any units that are dispatched under an automatic aid agreement will be considered "reciprocal aid" or "mutual aid" Units dispatched at the request of the contracted department may be eligible for hourly rates and mileage. Any units that are

dispatched as a medical unit will not receive compensation with the exception of
Wildland fires with MOU contracts.

2. Payment from County to Fire Department for Fire Fighting and Hazmat Services. In exchange for the firefighting and hazmat services from Fire Department as set forth in this Agreement, County shall pay Fire Department as follows:
- A. The sum of Nine Hundred Forty Five Dollars (\$945.00) per call (\$345.00 for fire fighters + \$600.00 for capital replacement) for the first hour or any part thereof. However, in the event Fire Department fails to provide five (5) firefighters to any structure fire call, four (4) firefighters to any wildland fire call, or five (5) hazmat team members to any hazmat call, this sum of Nine Hundred Forty Five Dollars (\$945.00) shall be forfeited, and for the first hour of the call, County shall pay Fire Department only the hourly amounts for the responding firefighters and/or hazmat team members as set forth below, as well as mileage at the approved federal rate.
 - B. In the event Fire Department remains at the scene of a fire for more than one (1) hour, in addition to the Nine Hundred Forty Five Dollars (\$945.00) mentioned above, County shall pay for each firefighter remaining on scene, the sum of:
 - i. Sixteen Dollars (\$16.00) per hour for each firefighter with a current "Engine Boss" certification
 - ii. Fourteen Dollars and Fifty Cents (\$14.50) per hour for each firefighter on a wildland fire with a current "Squad Boss" certification
 - iii. Fourteen Dollars and Fifty Cents (\$14.50) per hour for each firefighter on a structure fire with a current "Firefighter 2" certification

- iv. Fourteen Dollars (\$14.00) per hour for each firefighter on a wildland fire with a current "Wildland Certification Red Card"
- v. Fourteen Dollars (\$14.00) per hour for each firefighter on a structure fire with a current "Firefighter 1 Structure Certification Card"
- vi. Nine Dollars (\$9.00) per hour for each firefighter who is not certified

And County shall pay for all Fire Department firefighting equipment remaining on scene, the sum of:

- i. One Hundred Thirty Six Dollars (\$136.00) per hour for each Fire Department pumper truck
 - ii. Fifty Four Dollars and Twenty One Cents (\$54.21) per hour for each Fire Department brush truck
 - iii. Forty Dollars and Eighty Four Cents (\$40.84) per hour for each Fire Department type 3 water tender
 - iv. Sixty Five Dollars (\$65.00) per hour for each Fire Department type 2 water tender
 - v. Seventy Six Dollars (\$76.00) per hour for each Fire Department type 1 water tender
- C. In the event a non firefighting vehicle owned by Fire Department is used by Fire Department to transport personnel to the scene, County shall pay Fire Department the standard mileage rate as established by the federal government.
- D. In the event Fire Department remains at the scene of a hazmat incident for more than one (1) hour, in addition to the Nine Hundred Forty Five Dollars

(\$945.00) mentioned above, County shall pay for each Fire Department hazmat team member remaining on scene the sum of:

- i. Fourteen Dollars (\$14.00) per hour for each team member
- ii. In the event any team member is required to suit up in a Class A or Class B Hazmat Response Suit, Sixty Dollars (\$60.00) per hour for each team member with Tech Level Experience
- iii. In the event any team member is required to suit up in a Class A or Class B Hazmat Response Suit, Thirty Five Dollars (\$35.00) per hour for each team member with Operations Level Experience

County shall pay for all Fire Department hazmat equipment remaining on scene, the sum of:

- i. One Hundred Thirty Six Dollars (\$136.00) per hour (not to exceed a total of Five Hundred Dollars (\$500.00) in total on any one call) for the Fire Department hazmat truck and trailer.

E. In the event any Fire Department equipment (fire or hazmat) remains at the scene of a call for more than Twenty Four (24) hours, Fire Department may request a reimbursement from County for fuel and/or miscellaneous supplies relating to such equipment.

F. In the event Fire Department is called out but provides only Minor Services, the sum of Two Hundred Dollars (~~\$200~~250.00). "Minor Services" are defined as false alarms, fire alarms with no incipient fires, smoke scares, Power pole or line down calls, carbon monoxide alarms and similar responses which do not involve actual fire fighting or hazmat services.

~~F.G.~~ The fire department agrees they will not bill for services to citizens in the contracted area directly, except for Ambulance Transport as allowed by Utah State Emergency Medical Rules and Codes

3. Time for Payment of Individual Fire Response Fees. Fire Department shall submit to County an itemized claim for fees due for individual fire response fees within thirty (30) days of Fire Department's response or Fire Department's noting insurance numbers on any structure, vehicle, or any other insured items. County shall then remit payment to Fire Department within ninety (90) days.

~~3-4.~~ All calls fire and EMS, in the contracted area must be entered in their entirety in the County Records Management System (RMS) within 48 hours of the call, the County will provide log-ins for three members of the department, this will allow us to gather information to be used for statistical data for future planning and grants. The department can also use this RMS for their City calls if they choose.

4-5. Guaranteed "On Call" Payment to Fire Department. In exchange for Fire Department's willingness to enter into this Agreement and to be prepared to respond with firefighting services, County shall pay Fire Department a minimum of Two Thousand Dollars (\$2,000.00) each calendar year for the services provided under this Agreement. Accordingly, at the end of each calendar year, in the event Fire Department has not earned at least Two Thousand Dollars (\$2,000.00) under the provisions of this Agreement, County shall pay Fire Department the difference between the amount earned by Fire Department and Two Thousand Dollars (\$2,000.00).

5-6. Damages to Fire Department's Equipment. In the event any of Fire Department's equipment is damaged beyond the expected wear and tear associated with such equipment's use as a result of Fire Department providing fire fighting and/or hazmat services pursuant to this

Agreement, County shall pay and be responsible for such damages, as determined by at least three (3) reasonable repair estimates, unless such damages are caused by the gross negligent, intentional and/or criminal conduct of Fire Department or its agents.

- 6.7. County Equipment Provided to Fire Department. In consideration of this Agreement, Fire Department's willingness to house and utilize County equipment on behalf of County, County's desire to have equipment strategically placed throughout the county to decrease response times, and other good and valuable consideration, County shall provide brush fire trucks and other equipment (hereinafter "County Equipment") to Fire Department. County and Fire Department do understand, acknowledge and agree that County Equipment is provided to Fire Department for the primary purpose of allowing County to have such equipment strategically placed at various locations around the County and to assist Fire Department in providing services to the County pursuant to the terms of this Agreement. The primary purpose *is not* to provide equipment to be utilized by Fire Department in any manner Fire Department sees appropriate. Accordingly, County Equipment shall be provided to Fire Department under the following terms and conditions:
- A. Equipment to be Provided by County. County shall, at its sole discretion, make available to Fire Department County Equipment for use by Fire Department. Possession of such County Equipment will be delivered by County to Fire Department to be housed at various Fire Department locations, but ownership of such County Equipment shall remain with the County.
 - B. Housing and Protection of County Equipment by Fire Department. Fire Department shall house, store and protect any County Equipment made available to Fire Department by County in a reasonable manner which is acceptable to County.

C. Use of County Equipment by Fire Department. Fire Department shall use County Equipment in responding to fires outside the boundaries of the Fire Department in accordance with the terms of this Agreement. Fire Department may use County Equipment in responding to other fires within the boundaries of the Fire Department only after Fire Department equipment has responded and Fire Department has reasonably determined that Fire Department equipment is in need of assistance from County Equipment. In no event shall County Equipment be utilized by Fire Department to respond to fires outside the boundaries of Fire Department on behalf of any agency other than the County, without the prior consent of County. County Equipment shall not be used in any manner which is outside the scope of the purpose for which the Fire Department was organized. Fire Department's County Equipment shall only be used and operated by qualified employees of Fire Department who are 18 years of age or older and possess a valid driver's license, who have been accepted by County as "volunteers" pursuant to County policy and who have been authorized by County to operate County Equipment.

D. Maintenance of County Equipment by County. All County Equipment shall be maintained, serviced and repaired by County in accordance with the "Fleet Management" policy of County. Accordingly, Fire Department shall promptly notify the Box Elder County Fleet Manager whenever any County Equipment is in need of maintenance, service or repair, and County shall arrange and be responsible for such maintenance, service or repair. In the event Fire Department fails to notify the Box Elder County Fleet Manager of any needed maintenance, service or repair, Fire Department shall be solely responsible for any and all resulting damages to County

Equipment. Any repairs done without prior authorization will be the responsibility of the fire department requesting the repairs

~~D-E.~~ An inventory will be maintained in the County RMS for all county vehicles and an inventory completed monthly, departments and can also utilize the RMS for city owned vehicles if they choose.

~~E-F.~~ Rotation and Replacement of County Equipment. County shall, at its sole discretion, rotate and replace County Equipment in possession of Fire Department. Such rotation and replacement shall be in a fair and equitable manner among all of those entities, including Fire Department, which have entered into firefighting service agreements with County.

~~7-8.~~ Term of Agreement. The term of this Agreement shall be from January 1, ~~2013-2015~~ through December 31, ~~2013~~2018.

~~8-9.~~ Fire Department to Obtain and Maintain Liability Insurance. Fire Department shall obtain and, at all times during the term of this Agreement, maintain appropriate and acceptable liability insurance of the type and in the amounts which are consistent with fire protection service industry standards.

~~9-10.~~ Fire Department to Obtain and Maintain Worker's Compensation Insurance. Fire Department shall obtain and, at all times during the term of this Agreement, maintain, Worker's Compensation insurance to provide coverage to any and all Fire Department employees who provide services under this Agreement. Fire Department shall provide County with a certificate evidencing the existence of such coverage each year during the term of this Agreement.

~~10-11.~~ Fire Department Employees to be Authorized Volunteers of County. This Agreement is entered into between County and Fire Department and shall in no way create any relationship

of employer-employee between County and any employee of Fire Department. Accordingly, any Fire Department employee providing services under the terms of this Agreement shall be an authorized volunteer of County pursuant to County procedures. Therefore, before providing any services under the terms of this Agreement, Fire Department shall require any such employee to apply to County to be a County volunteer, and upon approval by County, execute a volunteer agreement with County. Fire Department shall regularly provide County with a current list of all such employees and verification that such employees have been approved and authorized as volunteers of County, possess a valid driver's license and are qualified to perform services under the terms of this Agreement.

11.12. Privately Owned Vehicles and Equipment. No privately owned vehicles or equipment, not formally employed by Fire Department, shall be covered by this Agreement.

12.13. Fire Department's Provision of Fire Protection Services to Other Entities. Fire Department shall have the right to provide firefighting services to other entities, and to make appropriate arrangements for such services and fees.

13.14. Indemnification and Hold Harmless. County shall indemnify and hold Fire Department harmless of and from any and all liability arising out of any negligent act or negligent failure to act, or other negligent activity of Fire Department in its provision of firefighting services under this Agreement.

14.15. Renewal and Termination of Agreement. This Agreement shall automatically renew for additional one (1) year terms, upon the same terms and conditions, unless either County or Fire Department shall provide written notice to the other on or before July 1st of each year of its intent to not renew the Agreement and/or to not renew the Agreement unless certain changes are made to the terms and provisions of the Agreement. This Agreement can be

terminated by either County or Fire Department, without cause and for any reason, upon thirty (30) days notice.

15.16. Interlocal Agreement Terms. In satisfaction of the requirements of the Interlocal

Cooperation Act, and in connection with this Agreement, the parties agree as follows:

- A. This Agreement shall be authorized by resolution of the legislative bodies of each Party pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act; and
- B. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act; and
- C. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Cooperation Act; and
- D. Except as otherwise specifically provided for herein, each Party shall be responsible for its own costs of any action initiated pursuant to this Agreement, and for any financing of such costs; and
- E. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Board of County Commissioners of County and the body with direct control and supervision over Fire Department. No real or personal property shall be acquired jointly by the parties as a result of this Agreement, unless specifically agreed to in writing. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party; and

F. As provided in Section 11-13-219 of the Interlocal Cooperation Act, the Parties agree that a notice of this Agreement shall be published in the Box Elder News Journal, which is hereby designated by Parties as the official newspaper for all publications made under the Interlocal Cooperation Act. Any person in interest may contest the legality of this Agreement for 30 days after the publication of the notice of this Agreement. After the 30 days have passed, no one may contest the legality of the Agreement or any action performed or instrument issued under the authority of this Agreement for any cause whatsoever.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.

BOX ELDER COUNTY

By: _____
Chair, Board of County Commissioners

Attest:

By: _____ Date _____
Marla Young, County Clerk

Reviewed as to Proper Form and Compliance with Applicable Law, by the
Box Elder County Attorney:

By: _____ Date _____
Stephen R. Hadfield, County Attorney

FIRE DEPARTMENT

By: _____

Attest:

By: _____ Date _____

Reviewed as to Proper Form and Compliance with Applicable Law, by the

Attorney for the Fire Department:

By: _____ Date _____
Attorney for Fire Department
